

Lease agreement for business premises

made pursuant to Act No. 89/2012 Coll., the Civil Code as amended on the day, month and year shown below between the parties:

Národohospodářský ústav AV ČR, v. v. i. / Economics Institute of the Academy of Sciences of the Czech Republic

registered in the Register of public research organisations of the Ministry of Education, Youth and Sports of the Czech Republic

having its registered office at: Politických vězňů 7, 110 00 Praha 1

Registration number: 67985998

VAT number: CZ67985998

acting through: doc. Ing. Michal Kejak, M.A., CSc., Director

as **Lessor** on one side (“Lessor“)

and

Open Society Institute

registered in the United States as a non-profit entity

having its registered office at: 224 West 57th St, New York, NY 10019, USA

Registration number (EIN in the United States): 13-7029285.

VAT number: no VAT number

acting through: Betsy Apple, Director of Advocacy, Open Society Justice Initiative

as **“Lessee”** on the other side (“Lessee” and jointly “Parties”)

Whereas the Lessor is the owner of the cultural monument Schebkův Palace at the address Politických vězňů 936/7, Praha 1 - Nové Město and the Lessee wishes to organize the conference “DH and Others against the Czech Republic case: 10 years in perspective” in the Lessor’s premises, the Parties have agreed to make this Agreement with the wording as specified below:

I. Subject of lease

1.1 The Lessor is the exclusive owner of property number 936 in the cadastral area of Nové Město (490148), in Politických vězňů street, registered in the deed of title No. 5052. The property is an immovable cultural monument registered in the Central List of Cultural Monuments under reg. no. 44558/1159.

1.2 The Lessor lets a part of the property specified in paragraph 1.1 under the terms of this Agreement for temporary use of the Lessee in the following extent:

Main conference room:	room 7	salon de Diana	14–15/11/ 2017	layout: theatre for 100 persons
Catering room:	room 6	salon de Venus	14–15/11/ 2017	layout
	room 5	Ivory room	15/11/ 2017	layout
	room 3	Jade room	15/11/ 2017	layout
Cloakroom:	room 2	Oak room	14–15/11/ 2017	layout
Children play room:	room 1	Bronze room	14–15/11/ 2017	layout

(“Subject of Lease“) and the Lessee accepts it for use under conditions set below. For the avoidance of doubt the Subject of Lease is marked in a situation plan which forms an integral part of this Agreement under the heading “Appendix 1”.

1.3 The Lessee may only use the Subject of Lease **to organize** the conference “DH and Others against the Czech Republic case: 10 years in perspective” with estimated participation of 100 persons and declares to hold all relevant authorizations necessary to undertake the above activity.

1.4 The Lessee undertakes to pay rent to the Lessor for use of the Subject of Lease.

II. The cost of using the premises and of services associated with such use

2.1 The rent for use of the Subject of Lease including accessories is **CZK XXXXXX** for the entire duration of lease under 3.1 hereof. VAT will be added to this amount in accordance with the legislation in force at the date of the taxable transaction.

2.2 The rent for the use of the premises shall be paid by the Lessee against an advance invoice to be issued by the Lessor to the Lessee 30 days before the term of the lease with due date 15 days from the date of issue. The amount of the advance invoice corresponds to 50% of the agreed rent. The final tax document will be issued on the date of the taxable transaction (the day of lease), with due date 30 days from receipt of the final tax document. The Lessee will pay the amount to the Lessor’s account specified in the tax document, which will take into account the already paid advance payment.

2.3 The Lessor shall send all tax documents electronically to the Lessee’s email address **reemahijazi@opensocietyfoundations.org**

2.4 In the event that the tax document does not contain all particulars stipulated by legal provisions or the present Agreement, or will contain incorrect data, the Lessee shall be entitled to return such a document to the Lessor for remedy within the original maturity period. The due date of the returned tax document will be discontinued and will start to run only upon receipt of a properly issued tax document to the Lessee. Unless otherwise agreed, the due date of the tax document is thirty (30) days from the date of its delivery to the Lessee. Payment means the debiting of the relevant amount from the Lessee’s account to the credit of the Lessor’s account.

2.5 The Lessor undertakes to provide services related to the use of the Subject of Lease.

It includes the following services:

- projection and sound technology in Diana main hall,
- data projector
- whiteboards in all lecture rooms.

These services are included in the price for use of the premises under 2.1 hereof.

III. Term of lease

3.1 The lease is agreed for definite duration from **14 November 2017, 11:00, to 15 November 2017, 21:00.**

3.2 A report will be drawn up by the Parties on the handover and takeover of the Subject of Lease.

IV. Lessee’s rights and duties

4.1 The Lessee is obliged to use the Subject of Lease and the subject of loan in accordance with this Agreement and to observe the Lessor’s instructions as well as to understand the risks under Section 101

of Act no. 262/2006 Coll., the Labour Code as amended, and get familiar with the fire alarm directive and the evacuation plan.

- 4.2 The Lessee shall within 2 hours after expiry of the lease hand over the Subject of Lease or a part thereof back to the Lessor in a condition in which he had taken over the Subject of Lease taking into account the normal wear and tear according to the period of use, unless otherwise agreed with the Lessor.
- 4.3 The Lessee undertakes to maintain the Subject of Lease with due care and is obliged to notify the Lessor without undue delay of any changes that have occurred in and on the Subject of Lease.
- 4.4 The Lessee is obliged to leave the Subject of Lease, i.e. the premises of Schebek Palace always by 21:00 and is responsible for the fact that other persons using the Subject of Lease hereunder do so as well.
- 4.5 The Lessee is not entitled to sublease the Subject of Lease or any part thereof.

V. Lessor's rights and duties

- 5.1 The Lessor is obliged to provide the Lessee with full and undisturbed exercise of the right to lease of non-residential premises throughout the duration of the lease relationship in order to achieve both the purpose of this Agreement and the purpose of using the Subject of Lease.
- 5.2 The Lessor undertakes to allow the Lessee to use the Subject of Lease and the subject of loan properly and undertakes to provide the Lessee with all necessary assistance to protect the Lessee from intervention of third parties in the lease.
- 5.3 The Lessor is obliged to ensure a smooth entrance to the building through the reception.

VI. Interest on late payment

- 6.1 The Parties hereto expressly agree that the Lessee is obliged to pay to the Lessor in the event of the Lessee's default with payment hereunder an interest on late payment from the outstanding amount amounting to 0.05% of the outstanding amount.

VII. Withdrawal

- 7.1 The Lessor shall be entitled to withdraw from this Agreement in the event the Lessee fails to pay in due time an advance invoice issued in accordance with the provisions of Article II hereof.
- 7.2 The Lessor shall also be entitled to withdraw from this Agreement in the event the Lessee seriously infringes the Lessor's instructions relating to the operation of the building specified in 1.1 hereof.
- 7.3 The Lessee is entitled to withdraw from this Agreement in the event the Lessor hands over the premises in a condition unfit for the agreed purpose of use.
- 7.4 The Lessee is also entitled to withdraw from this Agreement in the event of losing the relevant trade license necessary to carry out the activity to which the Subject of Lease was granted.
- 7.5 Withdrawal shall take effect upon delivery of the relevant notice of withdrawal to the other Party. The Parties agree that in the event of any doubt, for the purposes of this Agreement, any written notification or filing shall be duly served to the other Party on the third day following the deposit of the consignment with the authorized postal operator.

VIII. General and final provisions

- 8.1 This Agreement may be amended or supplemented only by written amendments, marked and numbered in ascending order, signed by the authorized representatives of the Parties. Amendment to this Agreement in a non-written form is excluded. For this purpose exchange of e-mail or other electronic messages shall not be considered a written form.
- 8.2 Pursuant to the provisions of Section 2 e) of Act. No. 340/2015 Coll. on special conditions for the effectiveness of certain agreements, publication of such agreements and on the register of agreements (Act on the Register of Agreements), as amended, the Lessor is an entity required to publish concluded private agreements. The Lessee agrees with publication of this Agreement, including its amendments, in the manner and within the scope of the said Act. The Lessor undertakes to ensure compliance with this obligation within the statutory period.
- 8.3 This Agreement shall enter into force on the date of signing by both Parties. This Agreement shall come to effect on the date of publication of the Agreement in the Register of Agreements. The notice of fulfilment of the obligation, including a copy of the confirmation of publication of this Agreement, as well as any schedules thereto, will be sent to the Lessee at the electronic address **reemahijazi@opensocietyfoundations.org** no later than 10 business days from publication of the relevant document in the Register of Agreements.
- 8.4 This Agreement is drawn up in two copies with the validity of original of which each Party shall receive one.
- 8.5 The representatives of the Parties declare that they have read the Agreement, agree with the content thereof, which they confirm by their own handwritten signatures. They also declare that this Agreement constitutes a complete agreement between them regarding the subject matter of the agreement and that no element is missing that any of the Parties might consider a precondition for the conclusion of this Agreement.

Appendix 1 – situation plan marking the Subject of Lease

Prague, _____

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Lessor

Národohospodářský ústav AV ČR, v. v. i. /
Economics Institute of the Czech Academy of Sciences
doc. Ing. Michal Kejak, M.A., CSc., Director

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Lessee

Open Society Institute
Betsy Apple
Director of Advocacy
Open Society Justice Initiative

Appendix 1 – situation plan marking the Subject of Lease



Open Society Institute
Venue Contract Terms

The following terms are standard terms that the Open Society Institute ("CLIENT") requires for group contracts with venues. CLIENT and **Národohospodářský ústav AV ČR, v. v. i.** ("VENUE") are entering the attached contract as of [Date of Contract] ("Contract") which is subject to the terms of this addendum ("Addendum"). Upon execution of the Contract and this Addendum, the terms of this Addendum shall be incorporated into the Contract. No conflict between the Contract and this Addendum is intended, but in the event of a conflict, the terms of this Addendum will control.

CONSTRUCTION OR RENOVATION

In the event that the VENUE undergoes any substantial construction or renovation after signing the Contract, but during the meeting dates that would materially affect the event, the VENUE shall promptly notify CLIENT and CLIENT shall have the right to cancel the Contract without liability if, in CLIENT's judgment, such construction or renovation may tend to unreasonably affect the use of the facilities or the quality of service to be provided under the Contract.

INDEMNIFICATION AND HOLD HARMLESS

VENUE agrees to defend, indemnify and hold harmless CLIENT, and its officers, agents and employees, from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed or omitted by VENUE, its management, staff, contractors, or agents pursuant to the performance of VENUE's obligations under the Contract except for those actions or liabilities which are due to the misconduct or negligence of CLIENT.

CLIENT agrees to defend, indemnify, and hold harmless VENUE from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by CLIENT or any contractors hired or engaged by CLIENT in connection with the performance of CLIENT's obligations under the Contract, except those actions which are due to the misconduct or negligence of VENUE.

INSURANCE

VENUE shall obtain and maintain throughout the Term of the Agreement appropriate insurance for the event. CLIENT has reviewed VENUE'S insurance policy and finds it appropriate and acceptable.

LICENSES AND PERMITS

VENUE hereby acknowledges and agrees that it has obtained, at its exclusive expense, any and all licenses and/or permits that may be necessary to perform its services hereunder. VENUE hereby affirms that it shall perform its services according to applicable professional and legal standards.

FORCE MAJEURE

If events beyond the reasonable control of CLIENT and VENUE, including but not limited to, acts of God, declared war in the United States, strikes, flood, weather, restrictions on travel, flood, beverages or supplies, terrorism, civil disorder, or curtailment of transportation either in the conference city or in the countries/states or origin of the attendees, making it illegal or impossible to perform as originally contracted under this Agreement, the affected party may terminate the Contract, without liability, upon written notice, and CLIENT shall be entitled to a refund of any monies paid to VENUE.

COMPLIANCE WITH LAW

VENUE hereby certifies and represents that it shall comply with applicable Czech laws, rules, and regulations, including applicable export and economic laws and regulations, fire, health and safety codes, alcoholic-beverage control laws, disability laws, Czech anti-terrorism laws, and the like.

CHANGES; NOTICE

The terms of this Addendum may be modified or waived only by written agreement signed by both of the parties. No delay or omission in exercising any right, power, privilege, or remedy shall operate to impair such right, power, privilege, or remedy or be construed as a waiver thereof. Any single or partial exercise of

any such right, power, privilege, or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege, or remedy.

NO SPECIAL LIABILITY AWARDS

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary award of damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

Choice of Law and Forum (NON-US). This Addendum shall be governed and construed in accordance with the laws of **the Czech Republic** applicable to contracts entered into in that nation, without regard to any choice of law rules.

CANCELLATION

VENUE agrees to endeavor to the fullest to re-sell cancelled services (both in case of full cancellation and attrition) to third parties, and that the resulting revenue shall reduce the amount of penalty, cancellation fee or liquidated damages payable by CLIENT.

ENTIRE AGREEMENT:

The parties hereby acknowledge and agree that this, along with VENUE's Contract, attached hereto is the entire agreement between VENUE and CLIENT with respect to the performance of VENUE's services for CLIENT. VENUE hereby acknowledges that it is not relying on any representations, except as set forth in this Addendum. CLIENT makes no representations to VENUE, and the VENUE agrees none that CLIENT may have made in the past survives, except as set forth in this Addendum.

On behalf of: Národohospodářský ústav AV ČR, v. i. On behalf of: Open Society Institute

doc. Ing. Michal Kejak, M.A., CSc., Director

Betsy Apple
Director of Advocacy
Open Society Justice Initiative